·										
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER IDT 03077005110			AGE 1 OF 100	
2. CONTRACT NO.		3. AWARD/EFFECTIVE	4. ORDER NUM	MBER			SP0500-03	-R-0077		OLICITATION ISSUE
		DATE								лате Гау 21 , 2003
7. FOR SOLICITATI	ION	Al Meloni, PBB	BA79					NUMBER (No collect calls)	8. C	FFER DUE DATE/
INFORMATION CAL		,					215-737-9	165		ocal time ine 23, 2003
Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111				10. THIS ACQUISITION IS  [] UNRESTRICTED  [X] SET ASIDE: 100% FOR  [X] FOR SMALL BUSINESS  [] SMALL DISADV. BUSINESS  [] 8A  NAICS: 332722  SIZE STANDARD: 500  11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  [] SEE SCHEDULE  [] 13A. THIS CONTRAC UNDER DPAS (15)  13B. RATING  To be specified or 14. THIS ACQUISITION IS				ACT IS (15 CF	ach order	
15. DELIVER TO		CODE	.1	ADMINIS	TERED B	Y		[] RFQ [] IFB		[X] RFP
TO BE SPECIFIED OF	N EAC				D					
17a. CONTRACTOR/ COL OFFEROR	DE	FACILITY CODE	<u> </u>	18a PAYM	IENT WIL	LL BE MADE E	BY			CODE
TELEPHONE NO.										
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  [ ] SEE ADDENDUM					V IS
19. ITEM NO.		20. SCNEDULE OF SUPPLIES/SERVICES			(	21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
ALL	ALL SEE ITEM DESCRIPTION PAGE			ES						
	(Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPR	IATION DA	ATA					1	26. TOTAL AWARD AMOUN	NT (For	Gov't. Use Only)
[X] 27a. SOLICITATION INCORPORT [ ] 27b. CONTRACT/PURCHASE									ACHEI	).
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURNONE (I TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEM [X] OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECTERMS AND CONDITIONS SPECIFIED HEREIN.  30a. SIGNATURE OF OFFEROR/CONTRACTOR				AS SET FORT				SET FORTH		
30b. NAME AND TITLE OF SIGNE	R (TYPE OF	R PRINT)	30c. DATE SIGNED			31b. NAME (	NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 H	AS BEEN		l			33. SHIP NU	MBER	34. VOUCHER NUMBER	2	35. AMOUNT VERIFIED
[ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO CONTRACT, EXCEPT AS NOTED				-	PART		L		CORRECT FOR	
						36. PAYMEN  [ ] COMP		RTIAL [] FINAL		37. CHECK NUMBER
30b. NAME AND TITLE OF SIGNE	R (TYPE OF	R PRINT)	30c. DATE	E SIGNED	-		OUNT NUMBER	39. S/R VOUCHER NUMBE	R	40. PAID BY
					-	42a. RECEIV	EIVED BY (Print)			
41a. I CERTIFY	THIS ACC	OUNT IS CORRECT AND PRO	PER FOR PAYMI	ENT						
41b. SIGNATURE AND TITLE OF C			41c. DATE			42b. RECEIV	ECEIVED AT (Location)			
					-	42c. DATE R	EC'D (YY/MM/DD)			

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# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449 (CONTINUATION SHEET)

#### 1. Block 8

Offer Due Date/Local Time: June 23, 2003, 4:00 pm Local Philadelphia time

#### **2. Block 9** (continued)

# Mailed offers should be sent to:

Defense Logistics Agency Defense Supply Center Philadelphia Post Office Box 56667 Philadelphia, PA 19111-6667

Solicitation No: SP0500-03-R-0077

Opening/Closing Date and Time: June 23, 2003, 4:00 pm Local Philadelphia time

# Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia Business Opportunities Office Building 36, 2nd Floor 700 Robbins Avenue Philadelphia, PA 19111-5092

Solicitation No: **SP0500-03-R-0077** 

Opening/Closing Date and Time June 23, 2003, 4:00 pm Local Philadelphia time

[Examples of Handcarried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All handcarried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

Solicitation Number: SP0500-03-R-0077 Page 4 of 100 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449 (CONTINUATION SHEET) (cont.)

Facsimile offers (if authorized; see "Addendum" to 52.212-1 (b)) or offer
modifications/withdrawals should be transmitted to:

	(215) 737-9216	or	(215) 737-8414
Offers subm	itted to any other tel	ephone n	number shall not be considered for award.
(If you do no	t have a DUNS numbers to Offerors—Comm	er, contac	Number:  It the individual identified in Block 7a or see 52.212-  ms (paragraph j) for information on contacting Dun
<b>4. Block 17</b> t 17a.)	o: Remittance Addre	ess: (if di	ifferent from Contractor/Offeror address in block

# **Caution Notice**

This procurement is being solicited under the Federal Acquisition Regulations FAR subpart 13.5-Test Program for Certain Commercial Items and the Federal Reform Act of 1996.

# Offers will be evaluated independently, based on Best Value Procedures.

**Note:** Although an offeror must comply with the minimum requirements of the solicitation in order for its offer to be acceptable, an offeror may offer the Government terms and/ or conditions that exceed those cited in this solicitation. Under the "Best Value Procedures", the Government will take into consideration such better terms and conditions when selecting a contractor, and will then perform a technical and price tradeoff evaluation to determine which offer represents the "best value" to the Government. For this solicitation, technical merit is equal to price.

After award, the Defense Supply Center Philadelphia anticipates expanding and managing contracts via the ADDITION AND DELETION OF ITEMS – DEC 2001. Competitive Close Tolerance Screws will be **added** to existing contracts. These additional items(s) will be awarded on a post award basis via Supplemental Agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an **item by item basis.** (Note: The Government reserves the right to add items not found in this listing, but which fall within the scope of the contract.).

This is an Indefinite Quantity Contract (IQC) Solicitation. This solicitation contains an Option to Extend Performance for an additional three **separate** (3) one year options. Offerors **MUST complete DSCP 52.217-9I05 "Option to extend the Term of Contract-Notice of EPA Provision"** of this solicitation in order to be considered if the Government elects to accept initial offer without discussions. An offeror's acceptance of the option provision is **mandatory**. Failure to accept the provision will result in an offer being eliminated from further consideration.

The base period of the Indefinite Quantity Contract (IQC) resulting from this solicitation will be two (2) years. The estimated quantities set forth in the schedule are estimated "ANNUAL" quantities (one year Estimates). The estimated value of this solicitation and the resulting contract(s) will be two (2) times the estimated annual value. See Clause DSCP 52.216-9I29 contained in the Addendum to FAR 52.212-4 for further guidance.

Solicitation SP0500-03-R-0031 contains **132 NSNs.** Items will be awarded on an <u>item by item basis</u>. Offers can be provided on **any** or **all** line items. Each Line Item will be evaluated and awarded individually. See Pages 34 through 75 for specific Line Item Instructions.

Note: The Defense Supply Center Philadelphia (DSCP) reserves the right to award any contract(s) resulting from solicitation SP0500-03-R-0077 to multiple contractors.

DSCP 52.232-9I10, "Submission of Invoice by Electronic Methods," has been added by reference to the Addendum to FAR 52.212-4.

This procurement also contains Surge Requirements. Each offeror will be required to submit a Surge Plan with its initial offer. Surge requirements are unanticipated demands for accelerated delivery of supplies or services within industrial capabilities during wartime, and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency. An acceptable Surge Plan shall become part of any forthcoming contract. Offerors should refer to the Addendum to FAR 52.212-4, 52.212-1 and 52.212-2 for clauses, and a schedule of Surge Requirements.

Copies of applicable drawings are available on CD ROM upon request.

Note: All references to DISC should be read as DSCP.

# Solicitation Number: SP0500-03-R-0077 Page 6 of 100 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002)

#### (a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

# (b) Assignment.

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

#### (c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

# (d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

#### (e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

## (f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### (g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

Solicitation Number: SP0500-03-R-0077 Page 7 of 100

# **FAR 52.212-4 (continued)**

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
  - (h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

#### (i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

# FAR 52.212-4 (continued)

#### (j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
  - (k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

## (m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### (n) *Title*.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

#### (o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

# (p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

# Solicitation Number: SP0500-03-R-0077 Page 9 of 100 FAR 52.212-4 (continued)

#### (q) *Other Compliances*.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

# (r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

# (s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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**ADDENDUM TO FAR 52.212-4** 

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <a href="http://www.acq.osd.mil/dp/dars">http://www.acq.osd.mil/dp/dars</a>; DLAD, PROCLTRs and FARS Deviations – <a href="http://www.dscp.dla.mil/contract/dgpa/Part52/DGPA\_Part\_52.doc">http://www.dscp.dla.mil/contract/dgpa/Part52/DGPA\_Part\_52.doc</a> [When you type this, make sure to include an underscore before and after the word "Part".]

## **CLAUSE NUMBER**

## TITLE/DATE

FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17 FAR 52.242-13 FAR 52.247-34	Interest (JUNE 1996) Bankruptcy (JULY 1995) FOB Destination (NOV 1991)

DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
DLAD 52.211-9004	Priority Rating for Various Long Term Contracts (MAR 2000)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2000)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DSCP 52.209-9I14	Nonissuance of Delivery Orders Under
	Indefinite Delivery Type Contracts When
	Contractor is Either Suspended or Debarred
	(SEP 1992) (III)
DSCP 52.211-9109	Delivery Time – Additional Provisions (SEP 1990)
DSCP 52.216-9I21	Ordering – Special Provision (OCT 1986)
DSCP 52.232-9I10	Submission of Invoice by Electronic Methods (SEP 1999)
DSCP 52.246-9I04	Destination Inspection and Acceptance (JAN 1989) (II)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JUL 1998)

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# ADDENDUM TO FAR 52.212-4 (cont.)

# ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JAN 2001)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled "Contract Terms and Conditions - Commercial Items", and the supplies or services covered by the contract so terminated are repurchased by the Go vernment, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor's default, the Contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

#### TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (JAN 2003)

All wooden pallets and wood containers (being utilized in the packaging and shipment of items being furnished to the Government) produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see URL: <a href="http://www.alsc.org/">http://www.alsc.org/</a>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

## FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if

ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as "minimum".

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 300 days after the termination of the last ordering period of the contract.

# FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless	;
the variation has been caused by conditions of loading, shipping, or packing, or allowances in th	e
manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.	

` '					
Increase	5	%	Decrease	5	%

## **DSCP 52.211-9I17 TIME OF DELIVERY (JUN 1980)**

(b) The permissible variation shall be limited to:

Material ordered under the terms of this contract shall be delivered within 120 days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

# DSCP 52.216-9129 DELIVERY ORDER LIMITATIONS – INDEFINITE QUANTITY CONTRACT - STOCK BUYS (MAY 1997)

- (a) Definitions.
  - (1) The term, "Contract Year," means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.
  - (2) The term, "Annual Estimated Quantity," refers to the Government's good faith estimate of the requirements for each item during a specified contract year. If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.
  - (3) The "Annual Estimated Amount" for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.
  - (4) The "Annual Estimated Value of the Contract" is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the "Estimated Value of the Contract" will be the annual estimated value of the contract multiplied by the number of years in the base period.
  - (5) The term, "Base Contract Period," defines a period of performance consisting of one or more contract years. For this contract, the base contract period is <u>two</u> contract year(s), commencing on the contract date and extending through the **twenty fourth** calendar month thereafter.
  - (6) The term, "Guaranteed Minimum," is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The guaranteed minimum is set forth in Paragraph (e) below.
- (b) "Minimum Order." As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be "25% of the Annual Estimated Quantity" In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.

# **FAR 52.216-9I29 (continued)**

- (c) "Maximum Order Limitation." Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum, the Contractor is not obligated to honor----
  - (1) Any order for an item in excess of **100% of annual estimated quantity.**
  - (2) Any order for a combination of items in excess of \$ n/a .
  - (3) A series of orders from the same ordering office within a period of <u>60 days</u> that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).
- (d) Notwithstanding the maximum order limitations set forth in (c) above, the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within **five days** after issuance, with written or electronic notice stating the contractor's intent not to ship the item or items covered by the order(s) and the reasons therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).

## (e) **Guaranteed Minimum.**

- (1) Scope of Guaranteed Minimum
  - a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.
  - b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.
  - c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.
  - d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.

# Solicitation Number SP0500-03-R-0077 FAR 52.216-9I29 (continued)

(f)

**\$5,000,000.00**.

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(2)	The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable
[	] A quantity of each item which represents percent of the annual estimated quantity of the item awarded. (Base period of one year).
[]	_] Supplies which have a dollar value of at least percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of one year).
[]	A quantity of each item which represents percent of the annual estimated quantity of the item awarded multiplied by (Base period of two or more years).
[ <u>X</u>	_] Supplies which have a dollar value of <u>at least ten percent</u> of the annual estimated value multiplied by <u>two</u> (Base period of two or more years).
(3)	Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.
(4)	In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).
(5)	The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

"Maximum Contract Limitation." Notwithstanding any other provisions of this

clause or provisions included elsewhere in this solicitation, the maximum quantity

or maximum dollar value that may be obligated against this contract is

# FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the award through a date exactly two calender year(s) after the effective date of the award/contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

# DSCP 52.217-9105 OPTION TO EXTEND THE TERM OF THE CONTRACT - NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I DSCP (OCT 1994)

# (a) OPTION PROVISION

- (1) At the option of the Government, this contract may be extended for up to, but not exceeding, **three years** beyond the two year base contract years. The total duration of the contract, including the base contract year, shall not exceed **five years**. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.
- During any term of this contract, whether the base contract year or any option year(s), prices will be subject to adjustment in accordance with the clause of this contract entitled, **EPA Industrial Commodities** (DSCP 52.216-9I25 MAY 1996). For purposes of the limitation on the aggregate of the increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

# (b) TERMS AND CONDITIONS

- (1) The terms and conditions of the contract for and during any period for which the option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted under Subparagraph (a)(2) above.
- (2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the "contract price(s)" subject to adjustment under the clause entitled "Economic Price Adjustment," the "contract price(s)" on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

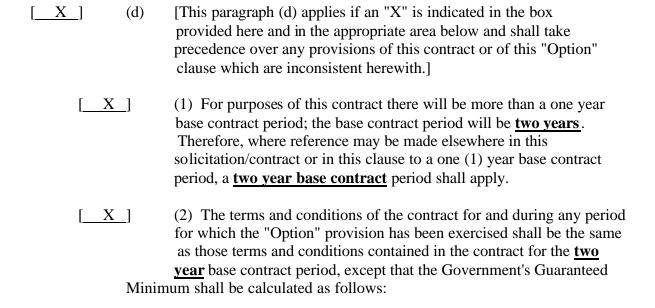
# (c) EVALUATION OF OFFERS

- (1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:
  - (i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year.
  - (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.
- (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.

- (2) CAUTION NOTICE ASSENT TO OPTION PROVISION OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO INCLUSION OF THE CLAUSE EITHER BY PLACING AN "X" IN THE BLOCK BELOW, OR BY INDICATING CLEARLY ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS INCLUSION IN THE RESULTING CONTRACT.
  - \*[ ] OFFEROR HAS READ AND UNDERSTANDS THE FOREGOING OPTION PROVISION, AND ASSENTS TO ITS INCLUSION IN ANY CONTRACT RESULTING FROM THIS SOLICITATION AND OFFER.

FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

# ADDENDUM I DISC (OCT 1994)



(i) Guaranteed Minimum Expressed in Dollars.

For each Option year, the Guaranteed Minimum will be equal to an amount represented by that fraction of the base contract period's Guaranteed Minimum which represents one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Value established for the base contract period.

(ii) Guaranteed Minimum Expressed in Quantity.

For each Option year, the Guaranteed Minimum will be equal to that quantity which is that fraction of the quantity of the base contract period's Guaranteed Minimum representing one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one- third of the Total Estimated Guaranteed Minimum Quantity established for the base contract **period.** 

# DSCP 52.216-9125 ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES (MAY 1996)

- (a) General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of two years with three, one year additional option years, all adjustments will be on the basis of contract calendar year as defined herein.
- (b) Definitions. The terms used in this clause are defined as specified below:
- (1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in Table 1081 of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

#### CODE NUMBER AND COMMODITY

Code No: WPS 1081 Commodity: Bolts, Nuts, Screws, Rivets, Washers

For the purposes of making price adjustments in accordance with this clause, only the preliminary version of the Producer Prices and Price Indexes report will be used. No additional adjustments will be made based on issuance of the final version of the report.

- (2) Contract Date. The term which means the date of award of the contract(s) resulting from this solicitation, as set forth on the first page of the Award/Contract (Standard Form 26).
- (3) Contract Calendar Year. The term which means a one (1) calendar year period consisting of twelve (12) calendar months. The first contract calendar year shall commence on the contract date and shall end on a date exactly twelve calendar months thereafter. Each succeeding contract calendar year shall commence on the day immediately following the last day of the preceding contract calendar year. This definition shall apply to yearly periods of the base contract term as well as to any option periods.
- (4) Contract Price. For purposes of this contract, the term, "contract price," shall mean:
  - (i) For the first Contract Calendar Year, the price(s) shown on the Award/Contract on the Contract Date.
  - (ii) For each succeeding Contract Calendar Year, the contract price(s) from the previous Contract Calendar Year appropriately adjusted pursuant to this clause.
  - (5) Base Price Index. For purposes of price adjustment under this clause, this term shall mean:
  - (i) For the First Contract Calendar Year, the PPI for the economic indicator for the month of the Contract Date.
- (ii) For each succeeding Contract Calendar Year, the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

NOTE: The adjusting Price Index for one Contract Calendar Year becomes the Base Price Index for the next succeeding Contract Calendar Year.

- (c) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, "Contract Calendar Years," as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding Contract Calendar Year, and shall constitute the "Contract Date" for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the "month of the contract date" for such purposes.
- (d) Price Adjustment. The unit prices under this contract shall be subject to adjustment at the end of each Contract Calendar Year, whether the Contract Calendar Year is within the **two** year base contract term, or is in any "Option" period of the contract. Subject to the limitations set forth in this clause, the prices shall be adjusted by the same percentage that the Adjusting Price Index bears to the Base Price Index. Upon publication of the Adjusting Price Index, the Contracting Officer shall calculate the price adjustment as follows:
  - (1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and,
  - (2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year.

The PPI to be used in calculating the above price adjustment(s) shall be that index for the Code Number and Commodity specified in Paragraph (b) (1) above. If the BLS fails to publish the selected index for the Code Number and Commodity during the preceding

Contract Calendar Year, or if the Code Number and Commodity of the index cease to be relevant with respect to the intent of this clause, the Contractor and the Contracting Officer shall agree on an appropriate method of establishing the Adjusting Price Index. Failure of the Contractor and Contracting Officer to agree on an appropriate Adjusting Price Index shall constitute a dispute within the meaning of the "Disputes" clause of the contract.

- (e) Contract Modifications. Subject to the limitations in Paragraph (f) of this clause, at the end of each Contract Calendar Year, the price adjustment(s) to be made hereunder shall be evidenced by a Modification signed by the Contractor and the Contracting Officer. The Modification shall be issued within thirty (30) days of the final day of the preceding Contract Calendar Year, and:
  - (1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and
  - (2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and
  - (3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,
  - (4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

# ADDENDUM TO FAR 52.212-4 (cont.)

- (f) Limitations. Notwithstanding any other provision of this clause, price adjustments hereunder shall be subject to the following limitations:
  - (1) Any upward economic price adjustment shall not exceed <u>10 %.</u> Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed <u>10 %.</u> Further, the aggregate monetary increase under this clause shall not exceed <u>10 %</u> of the aggregate value of all Delivery Orders for which delivery was completed during the Contract Calendar Year for which the adjustment applies.
  - (2) There shall be no limitation on the decreases under this clause.
- (g) Disputes. Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the "Disputes" clause of the contract.
- (h) Warranty. The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b) (1) of this clause.

# DSCP 52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001)

Notwithstanding any order limitations specified elsewhere in this solicitation, the contractor must satisfy the surge and sustainment requirements set forth in this clause.

## (a) Definition.

Surge Requirements are unanticipated demands for accelerated delivery of supplies or services within existing industrial capabilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

## (b) Surge Option.

The Government reserves the right to exercise an option under this contract to meet surge requirements on an item by item basis as shown on the attached spreadsheet(s). The Government also reserves the right to accelerate the rate of delivery called for by the contract, if this is a definite quantity contract; or, if this is an indefinite delivery contract, establish an accelerated rate of delivery for orders issued under this option

# ADDENDUM TO FAR 52.212-4 (cont.)

(c) Special Terms and Conditions Related to Surge Requirements.

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised. The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer.

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed the Contractor shall submit a cost or price proposal, together with justification for the cost/price, including holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute.

The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to government acceptance of the final scheduled delivery under the contract.

# ADDENDUM TO FAR 52.212-4 (cont.)

#### **EXAMPLE**

Final Day of Contract: 31 Dec 01

Final Delivery Order Issued Under Contract: 30 Dec 01 (Due Date - 31 May 02)

Acceptance of Final Delivery Order by Gov't: 28 May 02

The Surge Option may be exercised any time up until 28 May 02. No delivery under the Surge Option is required after 28 May 04.

Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of the exercise of this Surge Option will be purchased by the Government if, during contract performance, the Surge Option is not invoked and the Contractor can demonstrate that the materials or supplies have no commercial market value. If the contract contains a Guaranteed Minimum either in quantities or dollar value, which has not been expended by the conclusion of the contract, payment(s) toward such guaranteed minimum shall be applied against the Contractor's claim for reimbursement of such purchases.

#### (d) Surge Testing.

The Government reserves the right to perform surge tests, or require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required level, or both) as described in the contractor's surge and sustainment plan. These tests may be paper exercises, simulations, participation in live exercises, in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

The surge requirements are as follows:

CLIN	NSN	Surge & Sustainment Requirements						
		30	60	90	120	150	180	Total
0006	5305000583977	1	0	0	0	0	0	1
0009	5305000681655	14	14	14	14	14	14	84
0011	5305001338276	175	31	34	0	0	0	240
0012	5305001432046	76	76	76	76	76	76	456
0013	5305002828902	3	0	0	0	0	0	3
0024	5305004928196	132	133	139	0	0	0	404
0025	5305005013160	5	0	0	0	0	0	5
0026	5305005140213	1	0	0	0	0	0	1

Surge & Sustainment

CLIN	NSN	Sustainment Requirements						
		30	60	90	120	150	180	Total
0027	5305006166193	30	0	0	0	0	0	30
0029	5305006384093	17	17	17	17	16	16	100
0035	5305007167815	10	1	3	1	1	1	17
0037	5305007195330	85	85	85	85	85	85	510
0038	5305007195339	4	0	0	0	0	0	4
0039	5305007195342	4	0	0	0	0	0	4
0041	5305007239385	9	0	0	0	0	0	9
0042	5305007239386	1	1	1	1	1	1	6
0043	5305007239387	8	6	6	0	0	0	20
0044	5305007239396	12	18	16	0	0	0	46
0049	5305007250197	1	0	0	0	0	0	1
0055	5305008007261	1	0	0	0	0	0	1
0057	5305008148899	16	2	65	65	65	65	278
0060	5305008677516	5	2	2	2	2	2	15
0061	5305009042832	2	0	0	0	0	0	2
0064	5305009228759	56	56	56	56	56	56	336
0065	5305009365995	0	0	15	15	15	15	60
0069	5305010071517	0	1	19	19	19	19	77
0070	5305010097162	3	0	0	0	0	0	3
0076	5305010384760	533	533	533	533	533	533	3198
0079	5305010598677	13	12	13	0	0	0	38
0800	5305010782912	0	0	39	39	39	39	156
0081	5305010795142	2	2	2	2	2	2	12
0083	5305011130529	0	1	1	0	0	0	2
0087	5305011265254	1	1	1	1	1	1	6
8800	5305011345732	0	1	1	0	0	0	2
0096	5305011926382	1	0	0	0	0	0	1
0097	5305012044190	4	0	0	0	0	0	4
0111	5305012895003	115	115	115	115	115	115	690
0119	5305013486150	6	2	2	0	0	0	10
0121	5305013513452	62	57	58	0	0	0	177

# **ADDITION AND DELETION OF ITEMS – (DEC 2001):**

# Additions by the Government

The scope of this contract includes item(s) 0001 thru 0132. It is the intention of the Government to add 3172 items, located at <a href="http://www.dscp.dla.mil/gi/general/scp.htm">http://www.dscp.dla.mil/gi/general/scp.htm</a> to the contract that fall into this category. Items may be added during the base or option periods of this contract.

If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor MUST provide complete information should the Government elect to place these items on contract without negotiation.

# Additions by the Contractor

During any period of this contract, the Contractor may propose changes to any item covered by this contract, or may propose a substitute item for an item specified by the contract. If an added item is coded a Safety Critical Item (SCI), or is a Critical Application Item (CAI), the Contractor must furnish an item which is in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF), as designated by the specific National Stock Number (NSN). Any changes to such an item may be made only with the prior approval of the Military Service having technical cognizance of the item (the Engineering Support Activity (ESA)). In this case, the Contractor shall comply with the procedure for submission of a complete Technical Data Package (TDP).

#### **Administration of Additions Under this Clause**

Additions of item(s) under this clause shall be negotiated including price, and delivery between the Government and Contractor and will be incorporated into the Contract via Supplemental Agreement. Within ten (10) days after the Contractor's receipt of the Contracting Officer's request that an item or items be added to the contract, the Contractor must respond. After execution of the Supplemental Agreement, the Contractor will be given a "ramp-up" period of 140 days to manufacture or otherwise obtain the newly added item(s).

# **Deletions by the Government**

The Government reserves the right to delete any item(s) from the contract. These items may be deleted due to changing demand patterns, obsolescence, product substitution or because they no longer have application.

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**FAR 52.212-5 (continued)** 

# **Deletions by the Contractor**

The contractor shall notify the Government of any items it has determined to be obsolete or superseded and which therefore should be deleted from the contract. This notice shall advise how the superseding item meets the form, fit and function requirements of the superseded item. If the obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s).

## **Administration of Deletions Under this Clause:**

As soon as practicable after receipt of a deletion notice from the Contractor, the Contracting Officer will, if accepting the contractor's recommendation, modify the contract accordingly. In the case of Government-requested deletions, the Contractor shall be given a sixty (60) day advance notice of any deletions. Deletions shall be effected by Supplemental Agreement. Within ten (10) days after receipt of the Supplemental Agreement, the Contractor shall notify the Contracting Officer whether the deletion is at no cost to the Government or if termination costs will be involved. If termination costs will be involved, the Contractor shall submit its claim within forty-five (45) days after receipt of the Supplemental Agreement.

# FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2003)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
  - (1) **52.222-3**, Convict Labor (E.O. 11755); and
  - (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

so indicate in its offer.)
(4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

<u>X</u> (5) **52.219-8**, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) <b>52.219-9</b> , Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)). [Add
Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting
plans are required at time of initial proposal; generally, this Alternate should be
included.]
Alternate II of 52.219-9.
_X_ (7) <b>52.219-14</b> , Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
(8)(i) <b>52.219-23</b> , Notice of Price Evaluation Adjustment for Small Disadvantaged
Business Concerns (Pub. L. 103-355, section 7102, and 10U.S.C. 2323) (if the
offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I of 52.219-23 (9) <b>52.219-25</b> , Small Disadvantaged Business Participation Program –
Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and
10 U.S.C.2323).
(10) <b>52.219-26</b> , Small Disadvantaged Business Participation Program – Incentive
Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
[Paragraphs (8) through (10) are not applicable at this time to DoD contracts.]
<u>x</u> (11) <b>52.222-21</b> Prohibition of Segregated Facilities.
(12) <b>52.222-26</b> , Equal Opportunity (E.O. 11246).
$\underline{x}$ (13) <b>52.222-35</b> , Equal Opportunity for Special Disabled Veterans, Veterans of the
Vietnam Era, and other Eligible Veterans (38 U.S.C. 4212).
$\underline{x}$ (14) <b>52.222-36</b> , Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
_x_ (15) <b>52.222-37</b> , Employment Reports on Special Disabled Veterans,
Veterans of the Vietnam Era, and other Eligible Veterans (38 U.S.C. 4212).
<u>x</u> (16) <b>52.222-19</b> , Child Labor-Cooperation with Authorities and Remedies
(E.O. 13126)
(17)(i) <b>52.223-9</b> , Estimate of Percentage of Recovered Material Content for EPA-
Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C))
[Paragraphs (18) - (20) are not applicable to DoD contracts and have been deleted.]
[2 unug.up.m (10) (20) une not approcate to 202 communia unua nuive occin accident
<u>x</u> (21) <b>52.225-13</b> , Restriction on Certain Foreign Purchases (E.O. 12722, 12724,
13059, 13067, 13121, and 13129).
[Paragraphs (22) and (23) are not applicable to DoD contracts and have been deleted.]
(24) 52 222 22 Devement by Electronic Eye de Transfer Central Contractor
_x_ (24) <b>52.232-33</b> , Payment by Electronic Funds Transfer – Central Contractor Registration (31 U.S.C. 3332).
(25) <b>52.232-34</b> , Payment by Electronic Funds Transfer – Other than Central
Contractor Registration (31 U.S.C. 3332.)
(26) <b>52.232-36</b> , Payment by Third Party (31 U.S.C. 3332.)
(20) <b>52.239-1</b> , Privacy or Security Safeguards (5 U.S.C. 552a)
<u>x</u> (28)(i) <b>52.247-64</b> , Preference for Privately Owned U.S. Flag Commercial
Vessels (46 U.S.C. 1241).
(ii) Alternate I of 52 247 64

Solicitation Number: SP0500-03-R-0077 Page 31 of 100 FAR 52.212-5 (continued

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(1) <b>52.222-41</b> , Service Contract Act of 1965, as amended(41 U.S.C. 351, et seq.).
[Subcontracts for certain commercial services may be exempt from coverage if they meet
the criteria in FAR $22.1102-4(c)$ or $(d)$ (see DoD class deviation number $2000-00006$ )].
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and
41 U.S.C. 351, et seq.).)
(3) <b>52.222-43</b> , Fair Labor Standards Act and Service Contract Act - Price
Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C.
351, et seq.).
(4) <b>52.222-44</b> , Fair Labor Standards Act and Service Contract Act - Price
Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5) <b>52.222-47</b> , SCA Minimum Wages and Fringe Benefits Applicable to Successor
Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement
(CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
  - (1) **52.222-26**, Equal Opportunity (E.O. 11246);
  - (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (38 U.S.C. 4212);
  - (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

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(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq).

# 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

As prescribed in 212.301(f)(iii), use the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.							
x	52.203-3	Gratuities (APR 1984) (10 U.S.C. 2207)					
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.							
_x	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).					
	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).					
	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).					
	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).					
x	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).					
	252.225-7012	Preference for Certain Domestic Commodities (Feb 2002) (10 U.S.C. 2533a).					

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_x	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
	252.232-7003	Electronic Submission of Payment Requests (Mar 2003)(10 U.S.C. 2227)
	252.225-7015	Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) ( Alternate I) (APR 2003) (Section 8064 of Pub. L. 106-259).
	252.225-7021	Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
	252.225-7036	Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program (APR 2003) ( Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
	252.227-7015	Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
X	252.232-7003	Electronic Submission of Payment Requests (APR 2003) (10 USC 2227)
x	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

x 252.247-70	3 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (10 U.S.C. 2631).						
x 252.247-70	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).						
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:							
252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).						
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).						
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).						
	(End of clause)						

#### IDT03077005110

NSN: VARIOUS—SEE ATTACHED LISTING

**NUT, MISCELLANEOUS** 

DESTINATION: SHALL BE TO ANY DESTINATION WITHIN THE CONTINENTAL UNITED STATES, EXCLUDING ALASKA

PREP FOR DELIVERY: PACKAGING CODES FOR STOCK PACKAGING DATA-MIL-STD-2073 1D 15 DEC 99

Complete Packaging Data for Each NSN can be found ON PAGES located after the PID pages.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM B1.

## THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

UNIT PACK APPLIES WHERE POSSIBLE

NOTE: SOME OF THE ITEMS HAVE UNIT OF ISSUES OTHER THAN "EACH". THEY ARE AS FOLLOWS:

ITEMS: 0016, 0036, 0037, 0038, 0039, 0041, 0042, 0043, 0044, 0046, 0055, 0057.

#### THE FOLLOWING APPLIES TO ALL ITEMS:

QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS (QSLM/QSLD) REQUIREMENT (DSCP MARCH 1995) ONLY MANUFACTURERS/SUPPLIERS ON THE QSLM/QSLD WILL BE ELIGIBLE FOR AN AWARD PURSUANT TO THIS SOLICITATION.

Note: Drawings are available upon request from the contracting officer.

# CONTINUATION SHEET

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT EXTENDED PRICE
0001	5305-00-009-0472 SETSCREW 99193 GARRETT TURBINE ENG CO 99193 880210 REV W P/N -2	369	EA	
0002	5305-00-051-4485 SETSCREW STEEL,ALLOY,CADMIUM PLATED AMC REV IAW DAR S6 FF-S-200A NASM51973 STD P/N MS51973-10	1190	EA	
0003	5305-00-051-4502 SETSCREW STEEL, CADMIUM PLATED WITH CHROMA NO. 8-32 NC-3A X 1/8 FF-S-200A TY I ST 2	693 ATE	EA	
0004	5305-00-056-7984 SETSCREW FF-S-200A NASM565 STD P/N AN565D1032H9	423	EA	

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0005	5305-00-057-8455 SETSCREW (80020) NAVAL AIR WARFARE CENTER AII 80020 A410485 REV C 80020 REI-01-12392 ALRE ITEM DWG P/N -1	328 RCRAFT DIV	EA		
0006	5305-00-058-3977 SETSCREW BRASS, BLK OXD FF-S-200A MS51033 REV A STD P/N-219	346	EA		
0007	5305-00-058-9377 SETSCREW STEEL CADMIUM PLATED W/CHROMATE FF-S-200A NASM51977 STD P/N MS51977-49	1054	EA		
0008	5305-00-061-7907 SETSCREW CRES, PASSIVATE NASM565 REV 1 P/N AN565FC428H16	237	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0009	5305-00-068-1655 SETSCREW CRES PSVT FF-S-200A NASM 51045 STD P/N MS51045-20	2013	EA		
0010	5305-00-123-2570 SETSCREW CRES PSVT FF-S-200A MS51045 REV B NASM51045 P/N MS51045-52 STD P/N-52	975	EA		
0011	5305-00-133-8276 SETSCREW 10001 NAVAL SEA SYSTEMS COMMAND 10001 2655776 REV H	16316	EA		
0012	5305-00-143-2046 SETSCREW 07482 9693M65 REV A Type P01	389	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0013	5305-00-207-1406 SETSCREW NICKEL-COPPER ALLOY 0.250-20 UNC-3A X 0.375" LG SPEC APPLIES EXC AS SPECIFIED FF-S-210B QQ-N-281D GR 400 CL A TYPE II, STYLE 2	292	EA		
0014	5305-00-225-1808 SETSCREW (80020) NAVAL AIR STATION LAKEHURST 80020 B414149 REV C ALRE ITEM DWG P/N -1	540	EA		
0015	5305-00-273-5857 SETSCREW NICKEL COPPER ALLOY QQ-N-281A CL, A 1/4-20 UNC-3A X 5/16 FF-S-200A TY I ST 5	3423 -B	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0016	5305-00-282-8902 SETSCREW CRES,PASSIVATED FF-S-200A NASM51021 STD P/N MS51021-25	103	HD		
0017	5305-00-304-9718 SETSCREW LOCKHEED AERONAUTICAL SYSTEMS (98 FINISH PER STP58-001 OR LAC0491 98897 346881 REV B	<b>295</b>	EA		
0018	5305-00-310-9946 SCREWSET 98897 LOCKHEED GEORGIA MAIN DWG 34 36659 336446 REV A 98897 346154 REV B 98897 363174 REV B	<b>198</b>	EA		

ITEM NO.	NSN / PN	ANN EST	U/I	UNIT	EXTENDED
0019	5305-00-367-8768 SETSCREW 77445 PRATT & WHITNEY AIRCRAFT NOTE: PWA-S-7461 IS SUPERCEDED BY AN 77445 4010218 REV K 77445 PWA310 REV AZ 77445 PWA355 REV Y 77445 PWA360 REV R 77445 PWA362 REV N 77445 PWA550 REV P 77445 PWA830 REV BK 77445 PWA-S-7461 REV A	23574 MS 7461	EA		
0020	5305-00-415-1288 SETSCREW 76301 MCDONNELL DOUGLAS CORP 76301 32-45089 REV D 76301 P.S.13101 REV P 76301 P.S.23013 REV F 76301 PS16001 REV AV DWG P/N -3	153	EA		
0021	5305-00-477-0040 SETSCREW 06848 ALLIED CORP 06848 2578600 REV A DWG P/N -001A	213	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT EX PRICE	TENDED PRICE
0022	5305-00-478-2747 SETSCREW 55284 BENDIX ACFT BRAKE AND STRUT D 06848 2578834 REV B DWG P/N -001A	126 IV	EA		
0023	5305-00-482-8530 SETSCREW 10001 NAV ORD SYS CMD 10001 2132516 REV C MIL-DTL-18240F	643	EA		
0024	5305-00-492-8196 SETSCREW 19200 US ARMY ARMAMENT R & D COMM. 19200 8448340 REV K	1603 AND	EA		
0025	5305-00-501-3160 SETSCREW, DOUBLE LEAD NATIONAL SPECIAL THREAD .200-32 UNS-3A 19204 ROCK ISLAND ARSENAL 19204 5013160 REV H MIL-W-63150	1479	EA		
0026	5305-00-514-0213 SETSCREW 19204 ROCK ISLAND ARSENAL 19204 5140213 REV G	5690	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0027	5305-00-616-6193 SETSCREW 73342 ALLISON DIV OF GMC 73342 6784662 REV C	2010	EA		
0028	5305-00-622-8640 SETSCREW STEEL CAD PLD MS21342 REV A STD P/N 103	299	EA		
0029	5305-00-638-4093 SETSCREW 78286 UNITED TECH CORP / SIKORSKY DIV 78286 S1540-61441 REV R 78286 SS9100 REV 5	792	EA		
0030	5305-00-639-3077 SETSCREW 73342 GENERAL MOTORS ALLISON GAS TO 73342 6781028 REV D 73342 EMS85010 REV K 73342 EPS251 REV H	198 URBINES	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0031	5305-00-677-0354 SETSCREW 77445 UNITED TECHNOLOGIES / PRATT & USE PWA 362 I/L/O PWA 351 77445 388462 REV A 77445 PWA310 REV AZ 77445 PWA362 REV N	651 WHITNEY	EA		
0032	5305-00-685-3099 SETSCREW CRES,PASSIVATED FF-S-200A NASM565 REV 1 P/N AN565CC6H5	444	EA		
0033	5305-00-685-3603 SETSCREW 77445 PRATT & WHITNEY ACFT CORP X-CEPTION TO DWG.#314232:USE MIL-STE PWA310,ANSI B46.1 I/L/O PWA351 77445 314232 REV A	683 D-130 I/L/O	EA		
0034	5305-00-715-1191 SETSCREW FF-S-200A NASM51981 STD P/N MS51981-83	1446	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0035	5305-00-716-7815 SETSCREW STEEL,ALLOY,CADMIUM PLATED FF-S-200A NASM51981 STD P/N MS51981-9	546	EA		
0036	5305-00-717-6948 SETSCREW STL CD PLD W/CHROMATE FF-S-200A NASM51963 STD P/N MS51963-11	679	HD		
0037	5305-00-719-5330 SETSCREW STL CD PLD W/CHROMATE NASM51963 P/N MS51963-21	108	HD		
0038	5305-00-719-5339 SETSCREW STL,CAD PL W/CHROMATE UNIT OF ISSUE HD = 100 SETSCREWS PER NASM51963 STD P/N MS51963-22	612 QUP OF 001	HD		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0039	5305-00-719-5342 SETSCREW FF-S-200A NASM51963 STD P/N MS51963-34	773	HD		
0040	5305-00-721-3053 SETSCREW STEEL CAD PLD 6-32 NC X 0.270-0.290 IN THD LG FF-S-200A TYPE I, STYLE 1	469	EA		
0041	5305-00-723-9385 SETSCREW IDENTIFY TO: FF-S-200A FF-S-210B NASM51963 STD P/N MS51963-65 TYPE II,STYLE 4	440	HD		
0042	5305-00-723-9386 SETSCREW STL CD PLD W/CHROMATE FF-S-200A NASM51963 STD P/N MS51963-64	223	HD		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT EXTENDED PRICE PRICE
0043	5305-00-723-9387 SETSCREW FF-S-200A NASM51963 P/N MS51963-63	541	HD	
0044	5305-00-723-9396 SETSCREW 80205 NATIONAL AEROSPACE STANDARI 81348 FEDERAL SPECIFICATIONS AND ST FF-S-200A NASM51963 STD P/N MS51963-49		HD	
0045	5305-00-724-5824 SETSCREW FF-S-200A NASM51965 P/N MS51965-79	1187	EA	
0046	5305-00-725-0102 SETSCREW STL CD PLD W/CHROMATE FF-S-200A NASM51963 P/N MS51963-39	70	HD	

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0047	5305-00-725-0164 SETSCREW FF-S-200A NASM51963 P/N MS51963-139	2880	EA		
0048	5305-00-725-0196 SETSCREW NASM51963 P/N MS51963-171	1857	EA		
0049	5305-00-725-0197 SET, SCREW FF-S-200A NASM51963 P/N MS51963-172	3782	EA		
0050	5305-00-725-3493 SETSCREW FF-S-200A NASM51964 STD P/N MS51964-111	658	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0051	5305-00-725-3524 SETSCREW STEEL, CADMIUM PLATED WITH CHROMA 30003 642A50698 REV B FF-S-200A NASM51964 NASM565 STD P/N AN565D524H16 STD P/N MS51964-85	678 .TE	EA		
0052	5305-00-728-6322 SETSCREW FF-S-200A NASM51966 STD P/N MS51966-65	3068	EA		
0053	5305-00-734-0765 SETSCREW 10001 NAVAL ORDNANCE SYSTEMS COMM 30003 58A164B104 REV U	719 (AND	EA		
0054	5305-00-769-5551 SETSCREW ALLOY STEEL, CAD PLATED FF-S-200A NASM565 STD P/N AN565NB4H10	210	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT EXTENDED PRICE PRICE
0055	5305-00-800-7261 SETSCREW /SETSCREW HEX SOCKET CU (80205) NATIONAL AEROSPACE STANDA (81348) FEDERAL SPECIFICATIONS AND 80205 NASM51021 81348 FF-S-200A PROCUREMENT SPECIFICATION STD P/N MS51021-9	ARDS COMMITTEE	HD	
0056	5305-00-807-7975 SETSCREW 18876 U.S.ARMY AVIATION & MISSILE C IDENTIFY TO: 18876 10051579 REV D DWG P/N 10051579	3080 COMMAND	EA	
0057	5305-00-814-8899 SETSCREW FF-S-200A NASM565 STD P/N AN565BC4H3	1034	HD	
0058	5305-00-842-1117 SETSCREW STEEL CAD PLD W/CHROMATE FF-S-200A NASM18063 STD P/N MS18063-13	2618	EA	

ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0059	5305-00-850-1954 SETSCREW STEEL ZINC PHOSPHATE FINISH 19204 ROCK ISLAND ARSENAL 19200 8413978 REV A	1098	EA		
0060	5305-00-867-7516 SETSCREW NOTES: PASSIVATION PER SAE AMS-QO OF SS8435. MARK PART PER SS8798 IN I SS8797. 78286 65302-12093 REV H 78286 65302-12093-101 D1081 65302-12093-101 DWG P/N -101		EA		
0061	5305-00-904-2832 SETSCREW STEEL CAD PLD W/CHROMATE FF-S-200A NASM565 PN AN565E428H24	1157	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0062	5305-00-906-7196 SETSCREW 10001 NAVAL ORDNANCE SYSTEMS COMN 10001 1555392 REV G NAS1351 REV 9 DWG P/N 1555392	2445 MAND	EA		
0063	5305-00-912-5240 SETSCREW FF-S-200A NASM565 P/N AN565C416H14	396	EA		
0064	5305-00-922-8759 SETSCREW 78286 UNITED TECHNOLOGIES SIKORSKY 78286 65113-07103 REV AA FF-S-92B DWG P/N -103 APPRE 1	6664 ACFT DIV	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0065	5305-00-936-5995 SETSCREW 78286 SIKORSKY AIRCRAFT CORP 78286 65255-02158 REV D 78286 SS5100 REV 33 78286 SS8797 REV 14 78286 SS9210 REV 4 DWG. P/N -101	727	EA		
0066	5305-00-943-5234 SETSCREW 78286 UNITED AIRCRAFT CORP 78286 65351-11068 REV U DWG PC-101	189	EA		
0067	5305-00-946-3039 SETSCREW 76301 MCDONNELL DOUGLAS CORP 76301 32-45757 REV C	208	EA		
0068	5305-00-980-6819 SETSCREW CRES PSVT FF-S-200A NASM51023 P/N MS51023-62	473	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0069	5305-01-007-1517 SETSCREW IDENTIFY TO: FF-S-200A NASM51021 STD P/N MS51021-112	89	HD		
0070	5305-01-009-7162 SETSCREW CRES PSVT FF-S-200A NASM51021 STD P/N MS51021-140	1108	EA		
0071	5305-01-010-2333 SETSCREW STL, CAD PLT FF-S-200A NASM51977 STD P/N MS51977-88	153	EA		
0072	5305-01-018-8072 SETSCREW 09552 ATEC INC 09552 103-3019 REV Y DWG P/N -15	327	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0073	5305-01-026-6833 SETSCREW 26512 GRUMMAN AEROSPACE CORP. 77751 160D117231 REV G 77751 G-F101 P/N -21	60	EA		
0074	5305-01-030-9128 SETSCREW 98752 WARNER ROBBINS AFB GA ALTERED ITEM MAKE FROM AN565BC4H6 98752 7630418 NO SPEC REQUIRED DWG P/N -01	1011	EA		
0075	5305-01-035-8372 SETSCREW,SELF-LOCKING FF-S-200A NASM51974 STD P/N MS51974-103	432	EA		
0076	5305-01-038-4760 SETSCREW,SELF-LOCKING NATIONAL AEROSPACE STANDARDS (802 FF-S-200A NASM51966 P/N MS51966-122	<b>1441</b> 05)	EA		

97942 WESTINGHOUSE CORP 97942 433R099 REV C

TYPE H01

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0077	5305-01-056-4219 SETSCREW 17576 COLTEC INDUSTRIES/MENASCO A EXCEPTIONS TO DWG: USE ANSI B46.1 I/L/O/ ASA B46.1 USE MIL-STS-130 I/L/O/ TM1040 USE MIL-STD-1949 I/L/O/ MIL-I-6868; USE CURRENT,WET CONTINOUS METHOD,FI WITH THE FOLLOWING ACCEPTANCE/R CRITERIA:NO DEFECTS ALLOWED. USE MIL-C-16173 GRADE 1 OR MIL-C-117 1 OR 2 I/L/O/ MM5752 17576 2006664 REV E	DIRECT LOURESCENT TYP EJECTION			
0078	5305-01-058-5361 SETSCREW 26512 GRUMMAN AEROSPACE CORP 26512 A51K10810 REV C 26512 PL A51K10810 DWG P/N -13	328	EA		
0079	5305-01-059-8677 SETSCREW	488	EA		

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ITEM NO.	NSN / PN	ANN EST U/QUANTITY	I UNIT EXTENDED PRICE PRICE
0080	5305-01-078-2912 SETSCREW LOCKHEED-GEORGIA CO (98897) USE MIL-STD-130 ILO STP63-001 98897 4G13793 REV D 98897 DS30000 REV R 98897 DS30003 REV P DWG P/N 103A	60 EA	Α.
0081	5305-01-079-5142 SETSCREW STEEL CAD PLD FF-S-200A NASM565 REV 1 P/N A624H20	1105 E	A
0082	5305-01-080-4969 SETSCREW UNITED TECHNOLOGIES CORP (73030) 73030 69430 REV AC 73030 HS248 REV P P/N 69430B10-5	297 E	A
0083	5305-01-113-0529 SETSCREW SELF-LOCKING FF-S-200A NASM51021 STD P/N MS51021-131	2460 E	A

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0084	5305-01-117-5917 SETSCREW NASM51974 STD P/N MS51974-129	1446	EA		
0085	5305-01-118-6013 SETSCREW 19207 12302096 REV B	5500	EA		
0086	5305-01-123-0894 SETSCREW 07878 AERONAUTICAL SYSTEMS DIVISION 07878 79123 REV A DWG P/N -01	559 N	EA		
0087	5305-01-126-5254 SETSCREW, 80063 US ARMY ELECTRONICS COMMAND 80063 SM-C-807568 REV H	511	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0088	5305-01-134-5732 SETSCREW 78286 UNITED TECHNOLOGIES/SIKORSKY E 78286 65311-03005 REV B 78286 PL65311-03005 REV B 78286 SS5100 REV 33 78286 SS8797 REV 14 78286 SS9208 REV 43 DWG P/N -101	241 NV.	EA		
0089	5305-01-160-4506 SETSCREW FF-S-200A NASM565 REV 1 P/N AN565D624H12	545	EA		
0090	5305-01-163-1980 SETSCREW 78286 UNITED TECHNOLOGIES SIKORSKY I 78286 70108-28064 REV B 78286 PL70108-28064 REV C DWG P/N -103 DWG P/N -103	129 DIV	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0091	5305-01-167-0467 SETSCREW 78286 SIKORSKY ACFT CO 78286 70750-22156 REV C 78286 PL70750-22156 REV C DWG P/N -101	275	EA		
0092	5305-01-167-1085 SETSCREW /SCREW SELF-LOCKING/ (78286) SIKORSKY AIRCRAFT CORP 78286 70750-22156 REV C 78286 AL70750-22156 REV D 78286 PL70750-22156 REV C 78286 SS5100 REV 33 P/N -102	314	EA		
0093	5305-01-169-7227 SETSCREW FF-S-200A NASM51963 STD P/N MS51963-213	1714	EA		
0094	5305-01-179-9461 SETSCREW NAS1081 REV 12 STD P/N -4D10N	150	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0095	5305-01-180-4356 SETSCREW FF-S-200A NASM51031 STD P/N MS51031-105	1966	EA		
0096	5305-01-192-6382 SETSCREW 96214 TEXAS INSTRUMENTS 96214 3081384 REV G DWG P/N -1	222	EA		
0097	5305-01-204-4190 SETSCREW 11862 GENERAL MOTORS CORP 11862 GM ENG STD PG C-34.122 P/N 9428747	1196	EA		
0098	5305-01-209-0778 SETSCREW 57958 U S ARMY COMMUNICATIONS - ELE 57958 5035529 REV A DWG P/N -1	599 ECTRONICS	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0099	5305-01-210-8376 SETSCREW 76823 NORTHROP GRUMMAN 76823 3-51201 REV A NAS1081 REV 12 DWG P/N -1	322	EA		
0100	5305-01-215-6216 SETSCREW (77445)UNITED TECHNOLOGIES CORP PRA EXCEPTIONS TO DWG: USE MIL-STD-130 I/L/O/ PWA310 USE MIL-S-8879 I/L/O/ PWA355 USE ANSI Y14.5 I/L/O/ PWA360/PWA362 USE AMS 7477 I/L/O/ PWA-S-7477 77445 4062452 REV A 77445 PWA586 REV T 77445 PWA830 REV BD 77445 QAD4062452 REV A SPEC -3	261	EA		
0101	5305-01-221-3230 SETSCREW FF-S-200A NASM51976 STD P/N MS51976-16 TYPE I, STYLE 5	357	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0102	5305-01-222-4341 SETSCREW 97499 BELL HELICOPTER 97499 120-151 REV B DWG P/N -4-8	1911	EA		
0103	5305-01-226-4095 SETSCREW 73030 UNITED TECH CORP / HAMILTON : USE HS12000 I/L/O HS1360 73030 743579 REV B 73030 HS12000 REV D 73030 HS1550 REV H 73030 HS178 REV G 73030 HS333 REV Y 73030 HS3801 73030 HS461 REV K 73030 HS923 REV Y DWG P/N -1	69 STD DIV	EA		
0104	5305-01-228-0367 SETSCREW FF-S-200A NASM51965 P/N MS51965-114	606	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0105	5305-01-230-6120 SETSCREW NICKEL ALLOY QQ-N-286 5/16-18 UNC3A X 1/4 LG IAW FF-S-200A TYPE I STYLE 4 FF-S-200A 1 STYLE 4	343	EA		
0106	5305-01-234-3785 SETSCREW 80064 NAVAL SHIP SYSTEMS COMMAND 80064 2548887 REV A PC 29	1238	EA		
0107	5305-01-259-2443 SETSCREW 78222 SHEPPARD CO 78222 2420791 REV H	130	EA		
0108	5305-01-263-3812 SETSCREW 53711 NAV SEA SYS CMD 53711 5944371 REV A DWG P/N -2	157	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0109	5305-01-267-8284 SETSCREW 54490 DEPT OF ARMY / NIGHT VISION LAE 54490 5009560 REV D	208 BORATORY	EA		
0110	5305-01-287-5924 SETSCREW NAS1081 REV 12 P/N C4D5L	1013	EA		
0111	5305-01-289-5003 SETSCREW 78286 UNITED TECHNOLOGIES CORP 78286 SS5242 REV 4 P/N -4	2931	EA		
0112	5305-01-309-4774 SETSCREW (80064) NAVAL SHIPS SYSTEMS COMMANI 80064 1645097 REV A 80064 803-1645094 REV A DWG P/N PIECE 14 PIECE 14	195 D	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0113	5305-01-327-0364 SETSCREW 99207 G.E.ACFT.ENGINE GROUP X-CEPTION TO DWG.#4091T56:USE ANSI Y SPEC P1TF3 07482 P1TF9 REV 12 07482 P23TF3 REV 37 99207 4091T56 REV A AMS 5737N ANSI Y14.5M DWG P/N P01	912 14.5 I/L/O	EA		
0114	5305-01-339-5003 SETSCREW NAS1081 REV 12 P/N C4A12L	700	EA		
0115	5305-01-341-0715 SETSCREW 70210 HONEYWELL INTL INC 70210 955168 REV E DWG P/N -1	35	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT E PRICE	EXTENDED PRICE
0116	5305-01-342-8549 SETSCREW NASM51974 STD P/N MS51974-114	35	EA		
0117	5305-01-347-9779 SETSCREW 07482 GENERAL ELECTRIC CO. 07482 7057M70 REV E DWG P/N P07	254	EA		
0118	5305-01-348-6150 SETSCREW 02731 MCDONNELL DOUGLAS HEIICOPTER 02731 HS5680 REV A DWG P/N -3	<b>2144</b> CO	EA		
0119	5305-01-350-4531 SETSCREW 06845 ALLIED-SIGNAL INC 06845 2089288 DWG P/N -1203	103	EA		
0120	5305-01-351-3452 SETSCREW NAS1081 REV 12 P/N C5B6	778	EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0121	5305-01-366-3497 SETSCREW 94756 10709-301 94756 112-0378 REV F DWG P/N -002 DWG P/N -1	1200	EA		
0122	5305-01-379-4181 SETSCREW 19207 U S ARMY TANK AUTOMOTIVE CON CONTRACTOR NOTE: ITEM IS SIMILAR TO SETSCREW EXCEPT FOR FINISH REQUIRE TACOM DRAWING. 19207 12387304 NASM51963 DWG P/N -64	A MS51963	EA		
0123	5305-01-382-5951 SETSCREW (80020) NAVAL AIR WARFARE CENTER AII ALTERNATE MATL: ALLOY STEEL CADMI FF-S-200 80020 522571 REV D 80020 REI-01-12514 FF-S-200A DWG P/N -6 TY 1 ST 1		EA		

ITEM NO.	NSN / PN	ANN EST QUANTITY		UNIT PRICE	EXTENDED PRICE
0124	5305-01-383-9153 SETSCREW 19207 U.S. ARMY TANK AUTOMOTIVE COI 19207 12387304 NASM51963 DWG P/N -240	933 mmand	EA		
0125	5305-01-385-6733 SETSCREW NICKEL COPPER R405 QQ-N-281 CL B 7/8 - 9UNC - 3A X 1 SPEC APPLIES EXCEPT AS REQUIRED FF-S-200A TYPE 1 STYLE 1	153	EA		
0126	5305-01-442-6074 SETSCREW 43689 NEWPORT NEWS SHIPBUILDING 43689 4498410 REV S FF-S-200A	118	EA		
0127	5305-01-444-1210 SETSCREW 80063 USA COMM & ELECT MAT'L READIN 80063 A3256357	765 IESS CMD	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0128	5305-01-448-6233 SETSCREW 30003 NAVAL AIR SYS CMD 30003 1979AS804 REV A DWG P/N -1	404	EA		
0129	5305-01-450-4902 SETSCREW 53711 NAVAL SEA SYS CMD 53711 6926164 DWG P/N PC 37	31	EA		
0130	5305-01-455-0842 SETSCREW 43689 NEWPORT NEWS SHIPBLDG & DRYD 43689 4403580 REV L P/N 22	23 POCK	EA		
0131	5305-01-464-0368 SETSCREW /SELF-LOCKING WITH KNURLI US ARMY COMMUNICATIONS (80063) FORT MONMOUTH, NJ P/N A3214219-1 80063 A3214219 NASM51963 -221 KNURLED CUP POINT ONLY	1023 ED CUP POINT/	EA		

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ITEM NO.	NSN / PN	ANN EST QUANTITY	U/I	UNIT PRICE	EXTENDED PRICE
0132	5305-01-487-2212 SETSCREW/THD SAVER/ROD	895	EA		
	53711 NAVAL SEA SYSTEMS COMMAND				
	53711 501-7055651 REV B				
	DWG P/N ITEM 114				

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NSN	PC	WF	PM	PRES	НМ	QUP	TYPE	LOPA	LOPB	OPI	TABLNR	PDTN	U_WT	U_LG	U_WD	U_DP	U_CUBE	I_CNT	ICQ
0001 5305000090472	27	Α	0	1010000000A1	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0002 5305000514485	27	Α	0	10100XXXXXD3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0003 5305000514502	27	Α	0	1010000000A1	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0004 5305000567984	27	Α	0	101000000D3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0005 5305000578455	01	Α	Z	201XXXXXXXD3	Ν	100	S	Е	Q	М		NIJJ0MNN	0	0	0	0	0	D3	AAA
0006 5305000583977	27	Α	0	10100XXXXXA2	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0006 5305000090472	27	Α	0	1010000000A1	Ν	001	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0007 <sub>5305000514485</sub>	27	Α	0	10100XXXXXD3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0008 5305000617907	27	Α	0	10100XXXXXD3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0009 5305000681655	27	Α	0	1010000000A1	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0010 5305001232570	27	Α	0	10100XXXXXD3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0011 5305001338276	27	Α	0	1010000000A1	Ν	010	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0012 <sub>5305001432046</sub>	27	Α	0	101000000D3	Ν	100	S	Е	Q	0	GA	NIJJ0MNN	0	0	0	0	0	D3	AAA
0013 5305002071406	27	Α	0	101000000D3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0014 5305002251808	27	Α	0	101000000D3	Ν	020	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0015 5305002735857	27	Α	0	10100XXXXXD3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0016 5305002828902	27	Α	0	1010000000A1	Ν	001	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0017 <sub>5305003049718</sub>	27	Α	0	101000000D3	Ν	025	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0018 5305003109946	27	Α	0	101000000D3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0019 5305003678768	27	Α	0	1010000000A1	N	100	С	E	Q	0		GBCC0FGC	0 6	0	0	0	0	D3	010
0020 5305004151288	27	Α	0	101000000D3	N	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0021 <sub>5305004770040</sub>	27	Α	0	101000000D3	N	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0022 <sub>5305004782747</sub>	27	Α	0	101000000010	N	025	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0023 5305004828530	27	Α	0	10100XXXXXD3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0024 5305004928196	02	Α	Z	201XXXXXXXA1	Ν	010	S	E	Q	М		NIJJ0MNN	0	0	0	0	0	D3	AAA
0025 5305005013160	27	Α	0	1010000000A1	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0026 5305005140213	27	Α	0	101000000D3	N	100	S	E	Q	0		NIJJ0MNN	-	0	0	0	0	D3	AAA
0027 5305006166193	27	Α	0	1010000000A1	N	100	С	E	Q	0		GBCC0FGC	0 6	0	0	0	0	D3	010
0028 5305006228640	27	Α	0	10100XXXXXA2	N	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0029 5305006384093	27	Α	0	1010000000A1	N	100	S	E	Q	0		NIJJ0MNN		0	0	0	0	D3	AAA
0030 5305006393077	27	Α	0	101000000D3	N	100	S	E	Q	0		NIJJ0MNN		0	0	0	0	D3	AAA
0031 5305006770354	27	Α	0	101000000D3	N	100	S	E	Q	0		NIJJ0MNN		0	0	0	0	D3	AAA
0032 5305006853099	27	Α	0	10100XXXXXA2	N	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA

Solicitation Numb	er Sl	P050	0-03	3-R-0077										Page	73 of	100			
NSN	PC	WF	PM	PRES	НМ	QUP	TYPE	LOPA	LOPB	OPI	TABLNR	PDTN	U_WT	U_LG	U_WD	U_DP	U_CUBE	I_CNT	ICQ
0033 5305006853603	27	Α	0	10100XXXXXD3	Ν	025	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0034 5305007151191	27	Α	0	101000000D3	Ν	050	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0035 5305007167815	27	Α	0	1010000000A1	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	100
0036 5305007176948	27	Α	0	10100XXXXXD3	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0037 5305007195330	27	Α	0	10100XXXXXD3	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0038 5305007195339	27	Α	0	1010000000A1	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	010
0039 5305007195342	27	Α	0	1010000000A1	Ν	001	С	E	Q	0		GBCC0FGG	0	0	0	0	0	D3	010
0040 5305007213053	27	Α	0	10100XXXXXD3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0041 5305007239385	27	Α	0	101000000D3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0042 5305007239386	27	Α	0	10100XXXXXD3	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0043 5305007239387	27	Α	0	101000000D3	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0044 5305007239396	27	Α	0	10100XXXXXD3	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0045 5305007245824	27	Α	0	10100XXXXXD3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0046 5305007250102	27	Α	0	10100XXXXXD3	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0047 5305007250164	27	Α	0	10100XXXXXD3	Ν	050	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0048 5305007250196	27	Α	0	10100XXXXXA2	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0049 5305007250197	27	Α	0	101000000D3	Ν	020	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0050 5305007253493	27	Α	0	10100XXXXXD3	Ν	050	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0051 5305007253524	27	Α	0	101000000D3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0052 5305007286322	27	Α	0	101000000D3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0053 5305007340765	27	Α	0	101000000D3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0054 5305007695551	27	Α	0	10100XXXXXD3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0055 5305008007261	27	Α	0	1010000000BL	Ν	001	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0056 5305008077975	27	Α	0	10100XXXXXD3	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0057 <sub>5305008148899</sub>	27	Α	0	1010000000A1	Ν	001	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0058 5305008421117	27	Α	0	1010000000A1	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0059 5305008501954	27	Α	0	1010000000A1	Ν	100	С	Е	Q	0		GBCC0FGG	0	0	0	0	0	D3	AAA
0060 5305008677516	27	Α	0	1010000000A1	Ν	100	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0061 5305009042832	27	Α	0	101000000D3	Ν	050	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0062 5305009067196	27	Α	0	101000000D3	Ν	100	S	Е	Q	0	GA	NIJJ0MNN	0	0	0	0	0	D3	AAA
0063 5305009125240	27	Α	0	101000000D3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0064 5305009228759	27	Α	0	101000000D3	Ν	100	S	Е	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA
0065 5305009365995	27	Α	0	101000000D3	Ν	050	S	E	Q	0		NIJJ0MNN	0	0	0	0	0	D3	AAA

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NSN	PC	WF	PM	PRES	НМ	QUP	TYPE	LOPA	LOPB	OPI	TABLNR PDTN U_WT	U_LG	U_WD	U_DP	U_CUBE	I_CNT	ICQ
0066 5305009435234	27	Α	0	1010000000A1	Ν	100	С	Е	Q	0	GBCC0FGG 0	0	0	0	0	D3	010
0067 5305009463039	27	Α	0	10100XXXXXD3	Ν	100	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0068 5305009806819	27	Α	0	101000000D3	Ν	100	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0069 5305010071517	27	Α	0	101000000D3	Ν	001	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0070 <sub>5305010097162</sub>	27	Α	0	1010000000A1	Ν	100	С	E	Q	0	GBCC0FGG 0	0	0	0	0	D3	010
0071 5305010102333	27	Α	0	10100XXXXXD3	Ν	050	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0072 <sub>5305010188072</sub>	27	Α	0	10100XXXXXD3	Ν	001	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0073 5305010266833	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0074 5305010309128	27	Α	0	1010000000A1	Ν	100	S	E	Q	0							
0075 5305010358372	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0076 <sub>5305010384760</sub>	27	Α	0	10100XXXXXD3	Ν	050	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0077 5305010564219	27	Α	0	1010000000A1	Ν	100	С	Е	Q	0	GBCC0FGG 0	0	0	0	0	D3	010
0078 5305010585361	27	Α	0	1010000000A1	Ν	100	С	E	Q	0	GBCC0FGG 0	0	0	0	0	D3	AAA
0079 5305010598677	27	Α	0	10100XXXXXA2	Ν	050	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0080 5305010782912	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0081 5305010795142	27	Α	0	101000000D3	Ν	050	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0082 5305010804969	27	Α	0	1010000000A1	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0083 5305011130529	27	Α	0	1010000000A1	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	010
0084 5305011175917	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0085 5305011186013	27	Α	0	1010000000A1	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0086 5305011230894	27	Α	0	1010000000A1	Ν	100	С	E	Q	0	GBCC0FGG 0	0	0	0	0	D3	AAA
0087 5305011265254	27	Α	0	10100XXXXXA2	Ν	010	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0088 5305011345732	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0089 5305011604506	27	Α	0	10100XXXXXD3	N	050	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0090 5305011631980	27	Α	0	101000000D3	Ν	050	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0091 5305011670467	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0092 5305011671085	27	Α	0	10100XXXXXD3	N	001	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0093 5305011697227	27	Α	0	1010000000A1	N	100	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0094 5305011799461	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0095 5305011804356	27	Α	0	101000000D3	N	050	S	Е	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA
0096 5305011926382	27	Α	0	1010000000A1	N	100	С	E	Q	0	GBCC0FGG 0	0	0	0	0	D3	AAA
0097 5305012044190	27	Α	0	421XXXXXXXXXX	Ν	100	S	E	Q	M	NIJJOMNN 0	0	0	0	0	D3	AAA
0098 5305012090778	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	0	0	0	0	D3	AAA

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NSN	PC	WF	PM	PRES	НМ	QUP	TYPE	LOPA	LOPB	OPI	TABLNR PDTN U	J_WT I	U_LG	U_WD	U_DP	U_CUBE	I_CNT	ICQ
0099 5305012108376	27	Α	0	1010000000A1	N	100	С	Е	Q	0	GBCC0FGG 0	) (	0	0	0	0	D3	010
0100 5305012156216	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0101 5305012213230	27	Α	0	10100XXXXX10	Ν	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0102 5305012224341	27	Α	0	10100XXXXX10	Ν	100	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0103 5305012264095	27	Α	0	1010000000A1	N	001	S	Е	Q	0								
0104 5305012280367	27	Α	0	1010000000A1	Ν	100	С	Е	Q	0	GBCC0FGG 0	) (	0	0	0	0	D3	010
0105 5305012306120	27	Α	0	101000000D3	Ν	050	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0106 5305012343785	27	Α	0	10100XXXXXD3	Ν	015	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0107 <sub>5305012592443</sub>	27	Α	0	101000000D3	Ν	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0108 5305012633812	27	Α	0	101000000D3	Ν	100	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0109 5305012678284	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0110 5305012875924	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0111 5305012895003	27	Α	0	1010000000A1	N	010	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0112 5305013094774	27	Α	0	101000000D3	N	050	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
5305013218572	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0113 5305013270364	27	Α	0	1010000000A1	N	100	С	Е	Q	0	GBCC0FGG 0	) (	0	0	0	0	D3	010
0114 5305013395003	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0115 5305013410715	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0116 5305013428549	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0117 <sub>5305013479779</sub>	27	Α	0	101000000D3	N	050	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0118 5305013486150	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0119 5305013504531	27	Α	0	1010000000A1	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0120 5305013513452	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0121 5305013663497	27	Α	0	1010000000A1	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0122 5305013794181	27	Α	0	101000000D3	N	100	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0123 5305013825951	27	Α	0	101000000D3	Ν	020	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0124 5305013839153	27	Α	0	1010000000A1	N	100	С	E	Q	0	GBCC0FGG 0	) (	0	0	0	0	D3	AAA
0125 5305013856733	27	Α	0	101000000D3	N	015	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0126 <sub>5305014426074</sub>	27	Α	0	101000000D3	N	050	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0127 <sub>5305014441210</sub>	27	Α	0	1010000000A1	N	100	S	E	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0128 5305014486233	02	Α	Z	201XXXXXXXD3	N	005	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0129 <sub>5305014504902</sub>	27	Α	0	101000000D3	N	050	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA
0130 5305014550842	27	Α	0	101000000D3	N	050	S	Е	Q	0	NIJJOMNN 0	) (	0	0	0	0	D3	AAA

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NSN	PC	WF	PM	PRES	HM	QUP	TYPE	LOPA	LOPB	OPI	TABLNR PDTN	U_WT	U_LG	U_WD	U_DP	U_CUBE	I_CNT	NSN
0131 5305014640368	27	Α	0	1010000000A1	Ν	100	S	E	Q	0	NIJJ0MNN	0	0	0	0	0	D3	AAA
0132 5305014872212	27	Α	0	101000000D3	Ν	050	S	E	Q	0	NIJJ0MNN	0	0	0	0	0	D3	AAA

# FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2000)

- (a) North American Industry Classification System (NAICS) code and small business size 'standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) *Submission of Offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
  - (1) The solicitation number;
    - (2) The time specified in the solicitation for receipt of offers;
    - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
    - (5) Terms of any express warranty;
    - (6) Price and any discount terms;
    - (7) "Remit to" address, if different than mailing address;
    - (8) A completed copy of the representations and certifications at FAR 52.212-3;
    - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
  - (c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples*.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

#### (e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

- (i) Availability of Requirements Documents Cited in the Solicitation.
- (1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

((202) 619-8925)

(Fax (202) 619-8978)

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Department of Defense Single Stock Point (DoDSSP)

Building 4D, 700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained—
  - (A) By telephone. (215) 697-2667/2179; or
  - (B) Through the DoDSSP Internet site at http://assist.daps.mil
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

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#### **52.212-1** (continued)

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding\$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <a href="http://www.customerservice@dnb.com">http://www.customerservice@dnb.com</a>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

## ADDENDUM TO FAR 52.212-1

## 1. Addendum to 52.212-1(b) Submission of offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

	<ul> <li>☐ Faxed offers are NOT authorized for this solicitation.</li> <li>☐ Faxed offers are authorized for this solicitation.</li> </ul>
	Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.
2.	Addendum to 52.212-1(c) Period for acceptance of offers.  ☐ Period of acceptance is60 days.
3.	Addendum to 52.212-1(e) <i>Multiple offers</i> .  Alternative commercial items may not be considered for award on this instant

acquisition, however, may be utilized for market research on future requirements.

## **4. Addendum to 52.212-1(h)** *Multiple awards*.

	The Government intends to make one award.
$\boxtimes$	The Government may make more than one award.
	Offers may be submitted for quantities less than those specified.

#### 5. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at <u>all</u> dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

## Solicitation Number: SP0500-03-R-0077 Addendum to FAR 52.212-1 (continued)

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The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. (Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR and DFARS: <a href="http://www.acq.osd.mil/dp/dars">http://www.acq.osd.mil/dp/dars</a>;

DLAD, PROCLTRS and FARS DEVIATIONS: http://www.dla.mil/j-3/j-336;

DSCP: http://www.dscp.dla.mil/contract/dgpa/Part52/DGPA Part 52.doc [When you

type this, make sure to include an underscore before and after the word "Part".]

#### SOLICITATION NUMBER TITLE/DATE

DSCP 52.209-9I02 Responsibility of Offerors (FEB 1970)
DSCP 252.214-9I08 Hand-Carried Offers (MAY 2001)

DSCP 252.215-9I08 Negotiated Solicitations-Responsiveness (NOV 1997)

# DSCP 52.217-9I17 SUBMISSION OF SURGE/SUSTAINMENT PLAN (NOV 2000)

- (a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to "See Previously Submitted ICQ". It is the offeror's responsibility to ensure that all required information is provided.
- (b) Surge Plan must include:
- (1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;
- (2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items included for surge in this solicitation.
- (3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;
- (4) all skilled labor requirements necessary to support the surge requirements;
- (5) your Minimum Ordering Quantities, if any, and/or Economic Production Run Quantities for the items being provided.
- (6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.

(7) a list of surge and sustainment items that may be difficult to provide quickly for initial rampup, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties;

list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement proposed solutions.)

- (8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.
- (9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.
- 52.212-1 (d) Failure to provide a Surge Plan may render the offeror's proposal unacceptable.

The offeror may obtain a copy of the Industrial Capabilities Questionnaire by contacting Ms. Linda Harrison of the General and Industrial Readiness Commodity Business Unit (CBU), DSCP-IR. Industrial Capability information may be submitted electronically via the World Wide Web Industrial Capabilities Assessment Program (WICAP) at the following DLA website:

World Wide Web URL at dscp123.dscp.dla.mil/wicap/

Browsers required are Internet Explorer 4.0 and above, or Netscape 3.0 and above.

A LISTING OF SURGE ITEMS, QUANTITIES AND DELIVERY TIMEFRAMES CAN BE FOUND OF PAGES 26 AND 27.

#### DSCP 52.217-9119 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000)

The Surge Option Requirement clause contained elsewhere in this solicitation lists the quantity of an item required at successive thirty-day intervals after notification by the Contracting Officer that the surge option is being exercised. If the offeror takes exception to either the quantity or the schedule, he must note the exception(s) in his proposal. Since the Government reserves the right to make an award without discussions, a proposal that does not satisfy the criteria set forth in the Surge Option Requirement clause may be considered unacceptable.

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **fixed price with economic price adjustment** contract resulting from this solicitation.

# DSCP 52.214-9I03 AWARD BY ENTIRE LOT/ITEM/SUB-ITEM (AUG 1994)

(a) With respect to each lot/item/sub-item identified below, no award will be made for
less than the full requirements shown in this solicitation for said lot/item/sub-item.
LOT
ITEM ALL
SUB-ITEM
(b) If this is an Invitation For Bid (IFB), any offeror offering less than all of the solicitation requirements of any said lot(s)/item(s)/sub-item(s) will be non-responsive as to said lot/item/sub-item.
(c) If this is a Request For Proposal (RFP), any offeror offering less than all of the solicitation requirements of said lot(s)/item(s)/sub-item(s) may be precluded from consideration for award as to said lot/item/sub-item if the Contracting Officer elects to make an award without opening discussions.
(d) Offerors are cautioned that submission of an offer for selected item(s) within a given lot(s) is unacceptable; offers must be for all item(s) within a given lot(s). However, an offeror may submit an offer on any one or more lot(s).
DSCP 52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998)
(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to any change-over.
NOTE: Paragraph (h), as it appears in the DSCP Local Clauses, is deleted and replaced by the following:

(h) Information regarding EDI is available at World Wide Web LIDI at

(h) Information regarding EDI is available at World Wide Web URL at saso.dscp.dla.mil/ipu/acquisition/pe/flash.htm

# NOTICE: AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM (JUL 1997) DSCP 52.215-9I12

- (a) As part of an ongoing effort to obtain the best overall return to the Government for the expenditure of public funds, the Defense Logistics Agency (DLA) has developed the Automated Best Value System (ABVS), an automated system which collects and analyzes Offerors' past performance history and assigns a numeric score. Under ABVS, Contracting Officers will not necessarily award contracts to Offerors with the lowest evaluated price, but are encouraged instead to consider past performance and other factors and to exercise good judgment in awarding to firms whose offers represent the greatest value to the Government.
- (b) An Offeror's past performance is an indicator of performance risk and will be scored on the basis of past performance in the same FSC as the supplies being solicited. The ABVS scores will be calculated monthly for each FSC, and all FSCs at DSCP, and will remain in effect for the entire month. To determine the ABVS score, the Government will use the following performance indicators: delinquencies, length of delinquencies, order rejections (contractor caused cancellations), product nonconformances, packaging nonconformances, and laboratory tests of products furnished under DSCP contracts. The delivery portion of the ABVS score will consist of all delinquencies (CLINs that have not been shipped in their entirety by the CDD), and order rejections for the twelve month period preceding the most recent 60 days. The quality portion will consist of all contractor-caused product and packaging discrepancies, and laboratory test failures for the twelve month period preceding the most recent 30 days. To allow for delays in posting data, the delivery score will exclude the most recent 60 days and the quality score will exclude the most recent 30 days. There are no grace periods in determining if a contract is delinquent.
  - (a) Negative performance data to be reflected in the ABVS score will be made available to Contractors through DSCP's Electronic Bulletin Board (EBB). A Contractor may challenge any negative data it feels is inaccurate by submitting a challenge to the DSCP ABVS Administrator. To be considered, challenges must be accompanied by evidence that substantiates the claim (e.g., bill of lading, insured or registered receipt, UPS manifest and pick-up record.) Challenges must be sent to:

Defense Supply Center Philadelphia ATTN: Tim Atwell, DSCP-P ABVS Administrator 700 Robbins Avenue Philadelphia, PA 19111-5096

Phone: (215) 737-7844 FAX: (215) 737-7949

## Solicitation Number SP0500-03-R-0077 Addendum to FAR 52.212-1 (continued)

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- (d) ABVS scores are updated monthly. Though Contractors may challenge negative data at any time, it is to the Contractors advantage to challenge in a timely manner. Challenged data that has been investigated and validated prior to the next monthly ABVS update will be reflected in the new score. Challenges that are received before the end of the challenge period but are not resolved prior to the next monthly update will be flagged as challenged. Once the challenge is received, the ABVS score is flagged and will remain flagged until the challenge is resolved.
- (1) When an ABVS score is flagged, it notifies the Contractor reviewing the EBB that its challenge has been received and is being investigated. The flag also alerts the Contracting Officer that certain data reflected in the Offeror's score is being challenged and warrants further investigation by the Contracting Officer.
- (2) When a discrepancy between the Offeror's challenged data and the Government's data occurs, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and the Contracting Officer may make an award decision despite the existence of an unresolved challenge.
- (e) An ABVS score does not determine an Offeror's award eligibility, or technical acceptability, nor does it establish or dictate a responsibility or nonresponsibility determination. The ABVS score used for evaluation will be that score in effect at the time offers are evaluated. There is no minimum volume of business required for a Contractor to be scored. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the score's indication of performance risk. A Contractor with no performance history in the FSC will be given a score of 999.9, which will identify the Contractor as a new Offeror in that FSC. New Offeror status will not be grounds for disqualification for award. New Offerors may be considered more favorably than scored Offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new Offerors are present.

## FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and past performance considered.

*Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(b) A written notice of award or acceptance of an offer, furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Awards *may be* made bilaterally (two party), and the contractor's signature is required by an individual authorized to bind the company. The contract will not become effective until the contracting officer signs it.

# EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM (FEB 1996) DSCP 52.215-9114

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVS program, an automated system which collects and analyzes Offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause DSCP 52.215-9I12, NOTICE: Automated Best Value System (ABVS) Program, located elsewhere in this solicitation, the Contracting Officer will make a comparative assessment of performance risk by considering Offerors' scores and evaluated prices, and make an award to the firm whose offer represents the greatest value to the Government.

X

(For purposes of this clause the following statements are applicable when indicated in the solicitation)

For this acquisition, price and performance factors will be evaluated equally.
For this acquisition, the performance factor considers quality performance and delivery performance to be of equal value.
For this acquisition, price and performance factors will be evaluated equally unless a different order of precedence is indicated below:
[] Price is of greater importance than performance.
[] Performance is of greater importance than price.
For this acquisition, the performance factor considers quality performance and delivery performance to be of equal value unless otherwise indicated below:
[] Quality performance is of greater importance than delivery performance.
[] Delivery performance is of greater importance than quality performance.

## DSCP 52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992) (III)

Evaluation procedures for Option provisions utilizing the Economic Price Adjustment are contained in DISC Clause I042, Option to Extend the Term of the Contract – Notice of EPA Provision, or DISC Clause I134, Option to Extend the Term of Requirements Contract – Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

# DSCP 52.217-9118 EVALUATION OF SURGE/SUSTAINMENT PLAN (JAN 1999)

The Government will evaluate each offeror's ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements which arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with the Addendum to FAR 52.212-1 of this solicitation.

## DSCP 52.247-9I10 F.O.B. ORIGIN AND/OR DESTINATION (APR 1984)

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated elsewhere in this solicitation. With respect to all items, all bids (offers) are invited only on the basis of F.O.B. Destination.

# FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JULY 2002)

(a) *Definitions*. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"---

- (1) Means a small business concern---
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern---

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) *Taxpayer Identification Number* (TIN) (26 U.S.C. 6109, 31 U.S. C. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
☐ TIN:
TIN:  TIN:  TIN has been applied for.  TIN is not required because:
☐ TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership
that does not have income effectively connected with the conduct of a trade or business in the
U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of a Federal, state, or local
government;
(4) Type of Organization.
☐ Sole proprietorship;
☐ Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax exempt);
Government entity (Federal, State, or local);
☐ Foreign government
☐ International organization per 26 CFR 1.6049-4;
Other
(5) Common Parent.
Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract is to be
performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory
of the Pacific Islands, or the District of Columbia. Check all that apply.
(1) Small business concern.
The offeror represents as part of its offer that it $\square$ is, $\square$ is not a small business
concern.
(2) Veteran-owned small business concern. [Complete only if the offeror represented
itself as a small business $\underline{concern}$ in $paragraph(c)(1)$ of this provision.] The offeror represents
as part of its offer that it $\square$ is, $\square$ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph $(c)(2)$ of this provision.] The offeror represents as part of its offer that it $\square$ is, $\square$ is not a service-
disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented
itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents,
for general statistical purposes, that it $\square$ is, $\square$ is not a small disadvantaged business concern as
defined in 13 CFR 124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented
itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents
that it $\square$ is, $\square$ is not a women-owned small business concern.
NOTE: Complete paragraphs $(c)(6)$ and $(c)(7)$ only if this solicitation is
expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).
(6) Women-owned business concern (other than small business concern). [Complete
only if the offeror is a women-owned business concern and did not represent itself as a small
business concern in paragraph $(c)(1)$ of this provision.] The offeror represents that it $\square$ is a
women-owned business concern.
(7) <i>Tie bid priority for labor surplus area concerns</i> . If this is an invitation for bid,
small business offerors may identify the labor surplus areas in which costs to be incurred on
account of manufacturing or production (by offeror or first-tier subcontractors) amount to more
than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration
Program and for the Targeted Industry Categories under the Small Business Competitiveness
Demonstration Program. (Complete only if the offeror has represented itself to be a small
business concern under the size standards for this solicitation.)
(i) (Complete only for solicitations indicated in an addendum as being set-aside
for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror
represents as part of its offer that it $\square$ is, $\square$ is not an emerging small business.
(ii) (Complete only for solicitations indicated in an addendum as being for one
of the targeted industry categories (TICs) or four designated industry groups (DIGs).)
Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the
Employees column if size standard stated in the solicitation is expressed in terms of number of
employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years
(check the Average Annual Gross Number of Revenues column if size standard stated in the
solicitation is expressed in terms of annual receipts).
(Check one of the following):
Number of Employees Average Annual Gross Revenues
50 or fewer \$1 million or less
50 of fewer\$1 minion of less 51 - 100\$1,000,001 - \$2 million
51 - 100
53.500,001 = \$5 infinion 501 - 750
5,000,001 = \$10 inilion 751 - 1,000\$10,000,001-\$17 million
Over 1,000Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 32.219-23, Notice of
Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25,
Small Disadvantaged Business Participation Program – Disadvantage Status and Reporting, and
the offeror desires a benefit based on its disadvantaged status.]
(i) <i>General</i> . The offeror represents that either -
(A) It ☐ is, ☐ is not certified by the Small Business Administration as a
small disadvantaged business concern and identified, on the date of this representation, as a
certified small disadvantaged business concern in the database maintained by the Small Business
Administration (PRO-Net), and that no material change in disadvantaged ownership and control
has occurred since its certification, and, where the concern is owned by one or more individuals
claiming disadvantaged status, the net worth of each individual upon whom the certification is
based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13
CFR 124.104(c)(2); or
(B) It ☐ has, ☐ has not submitted a completed application to the Small
Business Administration or a Private Certifier to be certified as a small disadvantaged business
concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending,
and that no material change in disadvantaged ownership and control has occurred since its
application was submitted.
application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small
Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint
venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in
paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is
participating in the joint venture. [The offeror shall enter the name of the small disadvantaged
business concern that is participating in the joint venture:]
(10) HUBZone small business concern. [Complete only if the offeror represented itself
as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents as part
of its offer that –
(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this
representation, on the List of Qualified HUBZone Small Business Concerns maintained by the
Small Business Administration, and no material change in ownership and control, principal
office, or HUBZone employee percentage has occurred since it was certified by the Small
Business Administration in accordance with 13 CFR part 126; and
(ii) It $\square$ is, $\square$ is not a joint venture that complies with the requirements of 13 CFR part
126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone
small business concern or concerns that are participating in the joint venture. [The offeror shall
enter the name or names of the HUBZone small business concern or concerns that are
participating in the joint venture:] Each HUBZone small
business concern participating in the joint venture shall submit a separate signed copy of the
HUBZone representation
(d) Representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that-
(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract
subject either to the Equal Opportunity clause of this solicitation; and  (ii) It has, has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-
<ul> <li>(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or</li> <li>(ii) It ☐ has not previously had contracts subject to the written affirmative</li> </ul>
action programs requirement of the rules and regulations of the Secretary of Labor.  (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).
(Applies only if the contract is expected to exceed \$100,000.)  By submission of its offer, the offeror certifies to the best of its knowledge and belief that
no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) <i>Buy American Act Certificate</i> . (The certificate at DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to FAR 52.212-3).
(g) Buy American Act - North American Free Trade Agreements – Israeli Trade Act
Certificate, Alternates I and II – Trade Agreements Certificate. (The certificate in DFARS
252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition
threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or
any of its principals
$(1)$ $\square$ Are, $\square$ are not presently debarred, suspended, proposed for debarment, or
declared ineligible for the award of contracts by any Federal agency;
(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been
convicted of or had a civil judgment rendered against them for: commission of fraud or a
criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state
or local government contract or subcontract; violation of Federal or state antitrust statutes relating
to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification
or destruction of records, making false statements, tax evasion, or receiving stolen property; and  (3) Are, are not presently indicted for, or otherwise criminally or civilly charged
by a Government entity with, commission of any of these offenses.
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). {The Contracting Officer must list in Paragraph (j)(1) any end products being
acquired under this solicitation that are included in the List of Products Requiring Contractor
Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).}
(1) Listed end products.
Listed End Product Listed Countries of Origin
(2) Certification. {If the Contracting Officer has identified end products and countries of
origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or
(j)(2)(ii) by checking the appropriate block.}
(i) The offeror will not supply any end product listed in paragraph (j)(1) of
this provision that was mined, produced, or manufactured in the corresponding country as listed for that product
for that product.  (ii) The offeror may supply an end product listed in paragraph (j)(1) of this
provision that was mined, produced, or manufactured in the corresponding country as listed for
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0

that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**ALTERNATE I** (**APR 2002**) As prescribed in 12.301(b)(2), add the following paragraph (c) (11) to the basic provision:

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Line Item Number	Country of Origin
products:	
(2) The offeror certifies that the following	end products are qualifying country end
produced, or manufactured outside the United State	es or a qualifying country.
	n are considered to have been mined,
(i) Each end product, except those provision, is a domestic end product; and	e listed in paragraphs (c)(2) or (3) of this
clause of this solicitation, the offeror certifies that-	
	nerican Act and Balance of Payments Program
(c) Certifications and identification of country of	· · · · · · · · · · · · · · · · · · ·
(2) Will evaluate offers of qualifying cour restrictions of the Buy American Act or the Balance	
the Defense Federal Acquisition Regulation Supple	
	h the policies and procedures of Part 225 of
(b) Evaluation.  The Government -	
Balance of Payments Program clause of thi	is solicitation.
"qualifying country end product," have the meaning	
	end product", "qualifying country," and
CERTIFICATE (APR 2003) (a) Definitions.	
DFARS 252.225-7000 BUY AMERICAN ACT-	- BALANCE OF PAYMENTS PROGRAM
-	
[Alternate II is not applicable a	
Pakistan, Bangladesh, Sri Lanka, E Individual/concern, other than one of	Shutan, the Maldives Islands, or Nepal).
	American (persons with origins from India,
Guam, Somoa, Macao, Hong Kong	g, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
	Republic of the Marshall Islands, Federated wealth of the Northern Mariana Islands,
* *	the Philippines, U.S. Trust Territory of the
	n, China, Taiwan, Laos, Cambodia,
Native American (American Indians	s, Eskimos, Aleuts, or Native Hawaiians) rith origins from Burma, Thailand, Malaysia,
Hispanic American	
or (c)(9) of this provision.) [The offeror shall chec Black American	k the category in which its ownership falls]:
	ed itself as disadvantaged in paragraph (c)(4)

## **DFARS 252.225-7000** (cont.)

(5) The following end products are other foreign end products:			
Line Item Number	Country of Origin (If known)		
<del></del>			

(2) The following and maduate are other femior and maduate.

# DSCP 52.209-9118 QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS REQUIREMENT (AUG 2000)

- (a) Only manufacturers on the Qualified Suppliers List for Manufacturers (QSLM) and distributors on the Qualified Suppliers List for Distributors (QSLD) which appear on the DSCP Qualified Suppliers List (QSL) for Nuts are eligible for award.
- (b) The provisions governing qualification, and the applicable qualification criteria may be obtained by either going to the QSLM/QSLD General Information web page at <a href="http://www.dscp.dla.mil/gi/prod\_services/qsl.htm">http://www.dscp.dla.mil/gi/prod\_services/qsl.htm</a> or by writing to:

COMMANDER

Defense Supply Center Philadelphia General & Industrial Directorate

ATTN: DSCP-ILEA 700 Robbins Avenue Philadelphia, PA 19111-5096

(c) The requirement of this clause for status as a QSLM/QSLD concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such requirement is specified. In addition, a concern with QSLD status

must furnish the product of a concern with QSLM status whether the item is governed by a QPL or not.

- (e) If the manufacturing source has not previously listed with DSCP-ILEA, or the listing has taken place within the 30 days immediately prior to the issue date of this solicitation, the offeror must submit a copy of the manufacturer's listing application which clearly identifies the manufacturer's name and address and include a copy of the symbol being listed.
- (f) All information furnished by the offeror in connection with the listing requirement as outlined in this provision is subject to verification by DSCP-ILEA. If this is a sealed bid acquisition and the manufacturer whose symbol is listed is not identified either above or elsewhere in the bid, the Contracting Officer will reject the bid. For both sealed bid and negotiated acquisitions, where the offeror has identified its manufacturing source but failed to satisfy the listing requirement, the offer will be considered technically unacceptable. Unless determined to be in the government's best interests, this acquisition will not be delayed in order to provide an offeror with an opportunity to meet the listing requirement.

# DSCP 52.215-9I03 PLACE OF PERFORMANCE-INSPECTION AND SHIPPING POINT (AUG 1985)

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for rejection of the offer):

(a) The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount or extent of work to be done in each plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator, if other than offeror.

ITEM NO.	PLANT NAME A	ND ADDRESS	
(b) Are the supplies to be furnis	hed from stock?	( ) Yes	( ) No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Ir	nspection	
ITEM NO.	PLANT NAME AND ADDRESS	
		-
		_
(2) Packaging, Pack	king and Marking Inspection	
ITEM NO.	PLANT NAME AND ADDRESS	
	nment reserves the right to inspect and test all supplies clause entitled Inspection of Supplies-Fixed Price, FA	
prohibited unless appr	any work contracted for in any place other than that national roved in writing in advance by the Contracting Office contract will remain with the contractor.	
	e), and paragraph (f) if marked, apply to offers solicited Shipment on Government Bill of Lading.	d and submitted on the
(d) Identify below the	e shipping point at or near Contractor's or Subcontrac	tor's plant.
ITEM NO.	SHIPPING POINT	
PRIVATE RAIL SI	IDING	
( ) Yes (state na	ame of carrier)	
( ) No (state na	me and address of the nearest rail siding and the carri	er.)

- (e) With respect to FOB Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:
- Sublect to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states fo the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.
  - (1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.
  - (2) SPECIAL RULE FOR ALASKA AND/OR HAWAII. If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as the shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "FOB Origin")
  - (3) In (1), (2) or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the FOB Origin provisions of this contract. Offers submitted on any other basis will be rejected as non-responsive.
  - (4) Offeror is cautioned to indicate the FOB Origin point on which the offer is based

The following paragraph is applicable only if preceded by an "X" in the block provided therefore:

- \_\_\_\_(f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:
  - (1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offer as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.

(2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery soley from the point or plant where cost of transportation is most favorable to the Government.

# DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) *Definitions*. As used in this provision-
  - (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
  - (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
  - (3) "Significant interest" means-
  - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
  - (ii) Holding a management position in the firm, such as a director or officer:
    - (ii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
      Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or Holding 50 percent or more of the indebtedness of a firm.
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

- (c) The disclosure shall include-
  - (1) Identification of each government holding a significant interest; and
  - (2) A description of the significant interest held by each government.

# DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

# DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995)

(a) Definitions.

As used in this clause –

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States person' is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
  - (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it —

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.